

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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CHEVRON CORPORATION,	x
	:
Plaintiff,	:
	:
v.	:
	11 Civ. 0691 (LAK)
STEVEN DONZIGER, et al.,	:
	:
Defendants.	x
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**DECLARATION OF JOHN A. SLAVEK IN SUPPORT OF CHEVRON  
CORPORATION'S APPLICATION BY ORDER TO SHOW CAUSE TO  
COMPEL JOSH RIZACK TO PRODUCE MIRROR IMAGES OF HIS  
ELECTRONIC DEVICES FOR INSPECTION**

I, JOHN A. SLAVEK, hereby declare under penalty of perjury pursuant to 28 U.S.C.

§ 1746, that the following is true and correct:

**Background**

1. I am a Managing Director of Business Intelligence and Investigations at Kroll. I have been a Certified Public Accountant for approximately 23 years. I make this declaration in support of Chevron Corporation's ("Chevron") Application by Order to Show Cause to Compel Josh Rizack to Produce Mirror Images of His Electronic Devices for Inspection.

2. I provided a Declaration of John A. Slavek in Support of Chevron Corporation's Motion to Hold Steven Donziger in Contempt of Court for His Failure to Comply with the RICO and Default Judgments and the April 16, 2018 Restraining Notice on September 30, 2018. Since providing that declaration, I have received and reviewed additional source materials.

**Documents Reviewed and Relied Upon and Donziger-Related Bank Accounts Identified**

3. Document productions from six different sources were reviewed and relied upon throughout the course of these analyses, as shown below.

#	Source	Bates # Prefix
1	TD Bank	TD BANK 000...
2	Chase Bank	CHASEPJD000... and DONZ00...
3	Josh Rizack	JRIZACK000... and RIZACKPJD000...
4	Mary Katherine Sullivan	MKS0000...
5	Counsel for Russ DeLeon and Julian Jarvis	AV0000...
6	Citibank	CITI-000...

Among the documents produced were invoices for Josh Rizack's company, The Rising Group Consulting, Inc. ("TRGC"), and bank records which reflected payments to Rizack and TRGC. The transcripts of Rizack's June 27, 2018 and October 5, 2018 depositions were also reviewed.

#### Questions Presented

4. I was asked by counsel for Chevron to provide the following analyses and answer the following question:

- Provide an analysis of the total known amount that Josh Rizack has been paid to date, either individually or through TRGC.
- As of January 11, 2017, what was the amount of any Rizack or TRGC receivables that was still outstanding?

In addition to the narrative below, the detailed findings from our analyses are shown at Exhibit 1 to this Declaration.

#### Analysis of Confirmed Payments to Rizack from Accounts Associated with Donziger

5. Based on the Chase, TD, and Citibank bank records, Rizack was paid a total of \$19,244.83 between September 2012 and January 2017 in four payments out of four different bank accounts associated with Steven Donziger, as shown on Exhibit 1 and summarized below.

Date	Bank	Account Name	Acct. #	Amount
9/24/2012	Chase	Steven R. Donziger Attorney at Law	**0218	\$1,342.50
7/7/2014	Citi	Laura Beth Miller	**0917	4,500.00
10/26/2016	TD	Steven R. Donziger	**2265	12,566.33
1/18/2017	TD	Steven R. Donziger	**3420	836.00
			<b>Total</b>	<b>\$19,244.83</b>

### Analysis of Payments to Rizack from Torvia

6. In addition to the payments received from bank accounts associated with Donziger, Rizack received payments from a Russ DeLeon related entity, Torvia. An Excel file provided by counsel for DeLeon as part of the resolution of the Gibraltar proceedings titled "Torvia Historic Payments in \$" shows \$22.6 million in Donziger and Ecuador litigation related payments by Torvia from March 2007 through August 2013. This schedule shows that "Rizac[k]/Rising Group" was paid a total of \$156,636.99 in 2012, as follows.

Date	Amount
2/2/2012	\$85,000.00
5/17/2012	66,636.99
11/22/2012	5,000.00
<b>Total</b>	<b>\$156,636.99</b>

7. As shown at Exhibit 1, Items #9 and #12, financial records provided in the Rizack productions reflect the receipt of the first two payments above. The latest dates in the majority of the Rizack financial records are in November 2012 and there is no additional support for the \$5,000.00 payment above; however, it appears that Rizack was paid a total of \$175,881.82 from Donziger and Torvia between February 2012 and January 2017.

### Analyses of Documents and Records Regarding Rizack's Outstanding Receivables at January 11, 2017

8. I have analyzed the financial and accounting records prepared and/or maintained by Josh Rizack that were provided in the Rizack productions. These productions consisted mostly of various Excel files and scanned PDF's, including Accounts Payable schedules for Donziger and TRGC invoice templates (in Excel) for professional services performed in 2012, such as the draft February 2, 2012 invoice noted at Item #8 on Exhibit 1.

9. There were only two TRGC invoice documents (pdfs) in the Rizack productions, one dated March 2, 2012 and the second dated April 2, 2012. A third TRGC invoice (dated August 2, 2012) was included in the Mary Katherine Sullivan production.

10. These three invoices include amounts due for five months, December 2011 through March 2012 and August 2012, with "Past Due" amounts on the two later invoices, but no periods referenced. The total due to TRGC for these five months is \$183,440.34.

11. A schedule titled "Active [sic] AP [Accounts Payable] As of 7/18/12" ("Accounts Payable schedule") is also included in the Rizack productions. Although titled "As of 7/18/12," the schedule includes monthly amounts due to TRGC from March 2012 through November 2012, as shown at Item #12 on Exhibit 1.

12. Based on the combination of the aforementioned invoices and the Accounts Payable schedule, the apparent total invoiced by TRGC from December 2011 through November 2012 is \$291,123.79, as shown below.

Month	Amount Invoiced	Month	Amount Invoiced
December 2011	\$45,789.80	June 2012	15,176.08
January 2012	51,397.76	July 2012	15,168.13
February 2012	44,449.43	August 2012	15,168.13
March 2012	26,635.22	September 2012	15,160.71
April 2012	16,345.33	October 2012	15,130.72
May 2012	15,546.79	November 2012	15,155.69
Total			\$291,123.79

13. As previously noted, the Russ DeLeon related entity Torvia paid a total of \$156,636.99 to TRGC in 2012, and the documents in the Rizack production do reflect the receipt of the \$85,000.00 and \$66,636.99 payments in February and May 2012, respectively. Simple math would then suggest that the amount owed to TRGC as of November 2012 would be \$139,486.80 (total invoiced of \$291,123.79 less the two Torvia payments received totaling \$151,636.99).



14. However, the balance due to TRGC as of November 2012 on the Accounts Payable schedule is \$82,849.81. This amount is \$56,636.99 less than the calculated \$139,486.80 "simple math" amount owed from above. This difference of \$56,636.99 is also the exact "Balance Due" on the March 2, 2012 TRGC invoice. There are multiple possible reasons for this difference, including: 1) Rizack erred in his calculation of the balance due on the Accounts Payable schedule; 2) the Accounts Payable schedule is incomplete as it does not include balances from prior months; 3) Rizack received a payment or payments that are not shown in files provided to date; or 4) the outstanding balance was reduced by agreement or unilaterally by TRGC for another reason.

15. Based on the balance due of \$82,849.81 shown on the Accounts Payable schedule, and the November 22, 2012 \$5,000.00 payment to Rizack reflected on the Torvia Historic Payments schedule, the potential outstanding balance due to Rizack as of November 2012 would be \$77,849.81.

16. While Rizack did perform work on behalf of Donziger after 2012, it appears to be on a more sporadic basis based on the lack of invoices and other records from 2013 through 2016. As noted above, there were three payments to Rizack out of the Donziger and Miller bank accounts after 2012, one each in 2014, 2016, and 2017.

17. The July 7, 2014 payment was a \$4,500.00 wire transfer out of Miller's Citibank savings account and no detail is provided for the purpose of the payment.

18. The October 26, 2016 payment of \$12,566.33 was a check from one of Donziger's TD Bank personal checking accounts and "Fee – Fundraising trip expenses" was written in the memo portion of the check. As shown in Item #14 on Exhibit 1, an Excel file included in the Rizack productions provided further detail on this payment. This is a schedule titled "Enforcement of Ecuador Judgment In Canada/Case Expenses" for the period May 2016 through January 2017 and splits the \$12,566.33 payment into two pieces: \$10,000.00 in Consulting fees and \$2,566.33

as Travel Expense "Ecuador." This likely refers to the September 2016 Ecuador trip noted in Rizack's October 5, 2018 deposition.

19. The January 18, 2017 payment of \$836.00 was a check from another one of Donziger's TD Bank personal checking accounts and "Expense Reimbursement CA trip" was written in the memo portion of this check. The "Enforcement of Ecuador Judgment In Canada/Case Expenses" schedule referred to this payment as a Travel Expense "Oct. 2016 - CA."

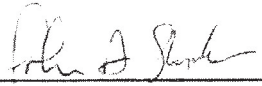
20. Notwithstanding the above solitary 2016 and 2017 payments, the latest TRGC invoice is dated August 2, 2012 and the latest reference to TRGC fees for professional services was recorded for November 2012. Assuming per Rizack's testimony that no significant work was performed, for which no invoices were issued, after the September 2016 Ecuador trip, Rizack and TRGC have \$77,849.81 in outstanding receivables at January 11, 2017, if Rizack's schedules and calculations are correct. If Rizack's calculations are not correct, the outstanding receivables as of January 11, 2017 would be slightly higher at \$134,486.80 (the previously calculated "simple math" amount of \$139,486.80 less the \$5,000.00 payment from Torvia to Rizack in November 2012).

21. An "Agreement for Compensation and Investment of Professional Services" between TRGC and the Frente de Defensa de la Amazonia and the Ecuador Trust was signed on January 11, 2017. (RIZACKPJD-0000205 - 0212) This agreement granted TRGC a 0.25% interest in "...any recovery" from the Aguinda judgment or case "in consideration for professional services (a) provided in the past and (b) to be provided in the future..."

22. The document further states "Whereas the Guarantors... lack the funds to provide full-rate compensation to TRGC...after due consideration of all relevant factors including TRGC's value and the uncertainty regarding the number of hours that may be required of TRGC in the future, prefer to compensate Mr. Page [apparent typographical error] by means of the Grant of Interest set forth below..."

23. After the signing of the January 11, 2017 "Agreement for Compensation and Investment of Professional Services," Rizack only received one additional payment, the January 18, 2017 payment of \$836.00 as reimbursement of expenses for an October 2016 California trip.

Executed on this 16<sup>th</sup> day of May, 2019 at New York, New York.

  
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John A. Slavek